

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

KELLIE ANN FULLER,

Plaintiff,

v.

COLGATE-PALMOLIVE COMPANY,

Defendant.

No. 24-CV-4225 (RA)

ORDER

RONNIE ABRAMS, United States District Judge:

In its Motion to Dismiss, Defendant argues, and Plaintiff concedes, that the Ohio Products Liability Act (“OPLA”) abrogates Plaintiff’s claims for implied warranty of fitness and implied warranty of merchantability. *See* ECF Nos. 14, 17. *Wimbush v. Wyeth*, 619 F.3d 632 (6th Cir. 2010), and *WEL Companies v. Haldex Brake Products Corporation*, 467 F. Supp. 3d 545 (S.D. Ohio 2020), suggest, however, that OPLA abrogates “all common law claims arising from damages in connection with product liability claims,” *WEL Cos.*, 467 F. Supp. 3d at 557, “unless [the] common law claims fall into an exception,” *id.* at 558. No later than February 7, 2025, Defendant shall advise the Court as to whether OPLA abrogates all of Plaintiff’s product liability claims. Plaintiff shall reply no later than February 14, 2025.

SO ORDERED.

  
Hon. Ronnie Abrams  
January 28, 2025